

**DOW, LOHNES & ALBERTSON**

ATTORNEYS AT LAW

1255 TWENTY-THIRD STREET

WASHINGTON, D. C. 20037-1194

**ORIGINAL**

LEONARD JERVEY KENNEDY

DIRECT DIAL NO.

857-2505

TELEPHONE (202) 857-2500

FACSIMILE (202) 857-2900

**EX PARTE OR LATE FILED**

October 2, 1995

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M Street, N.W.  
Washington, D.C. 20554

**RECEIVED**  
**OCT 2 - 1995**  
**FCC MAIL ROOM**

**DOCKET FILE COPY ORIGINAL**

Re: *Ex Parte* Meeting - CC Docket No. 94-54

Dear Mr. Caton:

On behalf of Comcast Corporation and pursuant to Section 1.1206(a) of the Commission's Rules, this letter will constitute notice that on September 27, 1995, Leonard J. Kennedy, Esq. and Laura H. Phillips, Esq. of Dow, Lohnes & Albertson met with David Sieradzki, Esq., Dr. Gregory Rosston, Dr. Jay M. Atkinson, Kathy Franco, Esq., Mark Nadel, Esq., Mr. William Sharkey, Barbara S. Esbin, Esq., of the Commission's staff and Jeffrey Smith, Esq., Gregory Butz and Dr. Gerald W. Brock to discuss outstanding issues in the Commission's Commercial Mobile Radio Service Interconnection and Resale rulemaking proceeding. Comcast's views on the substantive issues discussed are identified in comments filed in the above-referenced docket on August 30, 1994.

In addition, the *ex parte* meeting addressed economic aspects of interconnection compensation policies and related issues. An original notice of *ex parte* contact was filed on September 27, 1995. Inadvertently, a copy of the attached Pricing Rider was not included with our original *ex parte* notice. We enclose it now.

An original and one copy of this letter has been submitted to the Secretary. Should any questions arise in connection with this notification, please do not hesitate to contact the undersigned.

Respectfully submitted,



Leonard J. Kennedy  
Attorney for Comcast, Inc.

No. of Copies rec'd 041  
List ABCDE

Bell Atlantic Network Services, Inc.      Carrier Services  
Two Bell Atlantic Plaza  
1320 North Court House Road  
Ninth Floor  
Arlington, Virginia 22201

June 19, 1995

*Received 06/23/95*

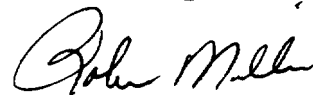
Mr. Ray Dombroski  
Commcast Cellular Communications  
480 East Swedesford Road  
Wayne, PA 19087

Dear Mr. Dombroski,

Attached is a generic Type 2 Term Pricing Plan Rider to the Interconnection and Interchange Agreement in effect between Bell Atlantic - Pennsylvania, Inc. and the AWACS, Inc. d/b/a Metrophone. This option was originally announced in the Bell Atlantic letter of March 28, 1995 addressed to All Radio Common Carriers -- #95-006. As stated in the all Users letter, Switched Term Pricing Plans will be offered on a jurisdiction/state basis with DC being the first Bell Atlantic jurisdiction where the minimum FCC requirements have been met. Bell Atlantic - Pennsylvania has now met the requirements in Pennsylvania and its tariff became effective on June 11, 1995. The equivalent Type 2 Term Pricing Plan is available concurrently.

When tariffs for your other Bell Atlantic operating states are approved, you will be notified. The attached generic agreement will have to be completed for each jurisdiction in which you wish to participate in the plan. If you have further questions about the Type 2 Term Pricing Plans or wish to order the service, please contact our account executive, Ken Baranowski on 609-770-0396. If you have any questions concerning the terms of this rider you may contact me on 703 974-4527.

Sincerely,



(For) Calvin Twyman  
Wireless Product Manager

cc: Ken Baranowski

**Type II Term Pricing Plan  
Rider to Type I and/or Type II  
Interconnection and Traffic Interchange Agreement**

Between

Bell Atlantic - \_\_\_\_\_, Inc.

and  
\_\_\_\_\_

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_, between  
\_\_\_\_\_, ("Company"), and \_\_\_\_\_ ("Carrier").

Whereas, Company and Carrier entered into a Type I and/or Type II Interconnection and Traffic Interchange Agreement ("Interconnection Agreement") dated \_\_\_\_\_,

Whereas, Company has offered a Type II Term Pricing Plan (TPP) applicable only to the interstate entrance facilities purchased by Carrier for the transport of its interstate Type II traffic (the "Type II Term Pricing Plan"); and

Whereas, pursuant to this offer, Carrier has requested a term plan for its entrance facilities.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings set forth herein, the Company and Carrier agree as follows:

1. **TERM**

This Rider shall commence on \_\_\_\_\_, 199\_, and shall remain in effect for \_\_\_ years from the date first set forth above.

2. **APPLICABILITY**

This Rider shall apply to all services ordered under the Type II Term Pricing Plan.

3. **AVAILABILITY OF SERVICE**

Type II Term Pricing Plans shall be available to all wireless carriers with valid Type I and/or Type II Interconnection and Traffic Interchange Agreements with Company who execute this Rider in connection with interconnect services provided in the jurisdictions or states set forth in Section 6.8.23.G. of the Bell Atlantic FCC Tariff No. 1 (see Attachment 1).

4. **RULES AND CONDITIONS**

Rules and conditions governing the services subscribed to under the Type II Term Pricing Plan shall be the same as those stipulated in the Rate Regulations Section 6.8.22 and 6.8.23 of the Bell Atlantic FCC Tariff No. 1 (see Attachment 1 to this Rider). Rules and conditions governing this Agreement shall be the same as those cited under the referenced tariff and shall change only as the tariff changes.

**Draft**

5. CHARGES FOR TYPE II TERM PRICING PLAN

Charges for Type II Term Pricing shall be the same as those listed in the Rates and Charges section 6.9.1.1 of the Bell Atlantic FCC Tariff No. 1 Access Services (see Attachment 2 to this Rider). Such charges as referenced in the tariff shall change only as the tariff itself changes.

6. TARIFFING

If the FCC requires that the Type II Term Pricing Plan be provided under tariff, Company will notify Carrier of such requirement and whether Company will file a tariff or terminate this Rider. If Company files a tariff, the tariff will supersede this Rider when it becomes effective under law. If Company does not file a tariff, it may terminate this Rider without further obligation to Carrier. If the effective tariff contains rates, charges and services which are materially different from the rates, charges and services described in this Rider, either party may terminate this Rider in accordance with such tariff.

7. ENTIRE AGREEMENT; SCOPE OF MODIFICATION

This Rider, the attachments hereto, and the documents referenced herein constitute the entire agreement between the parties on the subject matter hereof and they supersede all prior or contemporaneous oral or written representations, agreements, and understandings with regard to the subject matter hereof. This Rider may not be modified or waived except by a writing which is signed by both parties. Except as otherwise specifically set forth in this Rider, all provisions of the Interconnect Agreement not modified by this Rider shall remain the same.

8. LAW GOVERNING

This Rider shall be governed by, be subject to, and be interpreted in accordance with the laws of the Commonwealth/State of \_\_\_\_\_. It will also be subject to the laws of the United States with respect to services provided on an interstate basis.

9. COUNTERPARTS

This Rider may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto, have caused this Rider to be executed by their respective authorized representatives as of the date first set forth above.

COMPANY

CARRIER

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Draft

**Type II Term Pricing Plan  
Rider to Type I and/or Type II  
Interconnection and Traffic Interchange Agreement**

Between

Bell Atlantic - \_\_\_\_\_, Inc.

and  
\_\_\_\_\_

This Rider is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_, between  
\_\_\_\_\_, ('Company'), and \_\_\_\_\_ ('Carrier').

Whereas, Company and Carrier entered into a Type I and/or Type II Interconnection and Traffic Interchange Agreement ("Interconnection Agreement") dated \_\_\_\_\_

Whereas, Company has offered a Type II Term Pricing Plan (TPP) applicable only to the interstate entrance facilities purchased by Carrier for the transport of its interstate Type II traffic (the "Type II Term Pricing Plan"); and

Whereas, pursuant to this offer, Carrier has requested a term plan for its entrance facilities.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings set forth herein, the Company and Carrier agree as follows:

1. **TERM**

This Rider shall commence on \_\_\_\_\_, 199\_, and shall remain in effect for \_\_\_ years from the date first set forth above.

2. **APPLICABILITY**

This Rider shall apply to all services ordered under the Type II Term Pricing Plan.

3. **AVAILABILITY OF SERVICE**

Type II Term Pricing Plans shall be available to all wireless carriers with valid Type I and/or Type II Interconnection and Traffic Interchange Agreements with Company who execute this Rider in connection with interconnect services provided in the jurisdictions or states set forth in Section 6.8.23.G. of the Bell Atlantic FCC Tariff No. 1 (see Attachment 1).

4. **RULES AND CONDITIONS**

Rules and conditions governing the services subscribed to under the Type II Term Pricing Plan shall be the same as those stipulated in the Rate Regulations Section 6.8.22 and 6.8.23 of the Bell Atlantic FCC Tariff No. 1 (see Attachment 1 to this Rider). Rules and conditions governing this Agreement shall be the same as those cited under the referenced tariff and shall change only as the tariff changes.

**Draft**

5. CHARGES FOR TYPE II TERM PRICING PLAN

Charges for Type II Term Pricing shall be the same as those listed in the Rates and Charges section 6.9.1.1 of the Bell Atlantic FCC Tariff No. 1 Access Services (see Attachment 2 to this Rider). Such charges as referenced in the tariff shall change only as the tariff itself changes.

6. TARIFFING

If the FCC requires that the Type II Term Pricing Plan be provided under tariff, Company will notify Carrier of such requirement and whether Company will file a tariff or terminate this Rider. If Company files a tariff, the tariff will supersede this Rider when it becomes effective under law. If Company does not file a tariff, it may terminate this Rider without further obligation to Carrier. If the effective tariff contains rates, charges and services which are materially different from the rates, charges and services described in this Rider, either party may terminate this Rider in accordance with such tariff.

7. ENTIRE AGREEMENT; SCOPE OF MODIFICATION

This Rider, the attachments hereto, and the documents referenced herein constitute the entire agreement between the parties on the subject matter hereof and they supersede all prior or contemporaneous oral or written representations, agreements, and understandings with regard to the subject matter hereof. This Rider may not be modified or waived except by a writing which is signed by both parties. Except as otherwise specifically set forth in this Rider, all provisions of the Interconnect Agreement not modified by this Rider shall remain the same.

8. LAW GOVERNING

This Rider shall be governed by, be subject to, and be interpreted in accordance with the laws of the Commonwealth/State of \_\_\_\_\_. It will also be subject to the laws of the United States with respect to services provided on an interstate basis.

9. COUNTERPARTS

This Rider may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto, have caused this Rider to be executed by their respective authorized representatives as of the date first set forth above.

COMPANY

CARRIER

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Draft

ATTACHEMENT 1

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Rate Regulations (Cont'd)

6.8.22 DS3, DS3C, and DS3G Service Arrangement Term Pricing Plan (TPP) (S)(Y)

(A) Description

Recurring charges for DS3 and DS3C Service are offered on either a month-to-month payment arrangement or with a 3 or 5 year payment schedule. DS3, DS3C, and DS3G. The minimum service period for month-to-month DS3 and DS3C service is 12 months. Recurring charges for DS3G service are offered on either a 3 or 5 year payment schedule. The minimum service period for DS3G service arrangement is 3 years. At any time, a customer may, for like systems, change their month-to-month payment option to a yearly scheduled payment plan or change their yearly scheduled payment plan to a longer scheduled plan (e.g., 3 year to 5 year) without penalty. However, a customer which downgrades their scheduled payment plan to a shorter period, changes their system configuration (e.g., Optical to Electrical) or disconnects the DS3G Service Arrangement will be treated as having terminated their service.

At the end of a DS3, DS3C or DS3G Term Plan, the customer has the option of retaining service at the prevailing rates of the customer's selected scheduled term plan, for as long as the customer retains the service.

(B) TPP Termination Without Liability

- (1) A customer may terminate the DS3, DS3C, DS3G Term Pricing Plan during the life of the plan without penalty by entering their same system configuration into a new payment plan of equal or greater length prior to the expiration of the plan.

A customer may terminate the Term Pricing Plan during the life of the plan without termination liability if they upgrade to a DS3C or DS3G Service Arrangement through aggregation of existing services or service additions, and agrees to a new Term Pricing Plan plan of equal or greater length. Any additional circuits added to make up a DS3C or a DS3G Service Arrangement would be subject to the full nonrecurring charges for DS3C and DS3G service arrangement, respectively.

A customer who specifically requests a change of physical facilities or electronics in conjunction with an upgrade to a DS3G Service Arrangement, will be treated as having terminated service and full DS3G Service Arrangement charges will apply.

A customer may also terminate the DS3, DS3C, or DS3G Term Pricing Plan without penalty should the applicable tariff rates increase before the Term Pricing Plan term expires.

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.22 DS3, DS3C, and DS3G Service Arrangement Term Pricing Plan  
(TPP) (Cont'd)

(S)(Y)

(3) TPP Termination Without Liability (Cont'd)

(2) Termination Liability will not apply when a customer meets the requirements for DS3, DS3C, or DS3G "portability." DS3, DS3C, and DS3G Portability is the replacement of a service under a TPP with another service for the balance of the TPP commitment period. DS3, DS3C, or DS3G Portability requirements are as follows:

- The TPP service to be discontinued must have been in service for a minimum of 1 year.
- The replacement service must be of the same capacity or type, and must not already be in a Term Pricing Plan.
- The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates within 90 days of each other, and are related by a Related Purchase Order Number.
- The quantities associated with the replacement are equal to or greater than the disconnected service.
- The replacement service is subject to any applicable nonrecurring charges.

(C) TPP Termination With Liability - Early Termination Provision

For any DS3, DS3C, and DS3G term plan services that are terminated prior to the end of the minimum period, the customer will be liable for 100% of the total monthly charges for the unexpired portion.

DS3, DS3C, DS3G Term Pricing Plans are provided in conjunction with an Early Termination Provision (ETP) agreement. ETP is calculated using either of the following options that provides the customer with the lowest termination liability.

Option I

In addition to the minimum period liability of 100%, the customer will be liable for 15% of the total monthly charges for the remaining portion of the term plan.

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Rate Regulations (Cont'd)

6.3.22 DS3, DS3C, and DS3G Service Arrangement Term Pricing Plan (TPP) (Cont'd)

(S)(Y)

(C) TPP Termination With Liability (Cont'd)

Option II

In addition to the minimum period liability of 100%, the following applies:

- Where there is neither a basic Month-to-Month rate nor a TPP period less than the actual time the service has been in effect, Option I applies.
- Where there is no TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the full basic Month-to-Month rate and the selected TPP monthly rate for the period the plan has been in effect after the minimum period.
- Where there is a TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the monthly rate for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect after the minimum period.

For purposes of calculating an STP for DS3G Service Arrangement, the rate for the DS3G Service Arrangement only will be used. Individual DS3 channels activated in the arrangement will not be used in the calculation.

Notice of discontinuance must be given by the customer at least three months prior to actual discontinuance. Monthly charges will apply for a period of three months from the date Bell Atlantic receives discontinuance notification or until the requested discontinuance date, whichever period is longer.

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)

(S)(Y)

(A) Description

DS1 Term Pricing Plans are pricing options available to customers who subscribe to specific longer term commitment periods in exchange for reduced monthly rates. The minimum service period for month-to-month DS1 service is 2 months.

- (1) DS1 Term Pricing Plans are available in 2, 3, 5, and 7-year commitment periods.
- (2) Customers have the option of purchasing Entrance Facilities under one plan and Direct Trunked Transport under another plan, or under the month-to-month service plan. TPPs are available subject to the following:

- DS1 Term Pricing Plans are applicable to DS1 entrance facilities, direct trunked transport (Fixed and Per Mile), and associated DS1 Multiplexers (DS1 to Voice). The fixed and per mile rate elements and associated multiplexers for a given facility must be included in the same TPP; the entrance facilities and associated multiplexer must also be included in the same plan. In addition to designating DS1 entrance facilities and direct trunked transport with associated multiplexers, mileage or both for a TPP on a facilities specific basis, the customer may choose a "combined" option whereby the customer specifies the total quantity of DS1 entrance facilities and direct trunked transport facilities mileage to be included in a plan, as detailed in Section 6.8.23(3)(7).

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP) (Cont'd)

(S)(Y)

(A) Term Pricing Plans (TPP) Description (Cont'd)

- (3) Rates for Term Pricing Plans are detailed in Section 6.9.1. The nonrecurring rates for TPPs are the same as for month-to-month Service. Term Pricing Plans do not include optional features except for associated DS1 multiplexing in the DS1 TPPs. Other optional features are available at month-to-month Service rates.

Term Pricing Plans are not applicable to services in other rate plans.

(B) TPP Terms and Conditions

- (1) When requesting a Term Pricing Plan, the customer must specify the length of the desired commitment period and the services which are to be included in the plan.
- (2) When requesting any Term Pricing Plan activity regarding Entrance Facilities, the customer must specify by billing account and circuit identification number which circuits are to be affected.
- (3) When ordering Term Pricing Plan services, related rate elements must be ordered under the same plan. For example, both entrance facilities and any DS1 associated multiplexing for a given facility must be in the same plan and have the same service date. Similarly, both rate elements for Direct Trunked Transport, fixed and per mile and any associated DS1 multiplexing, must be in the same plan and have the same service date.
- (4) At the end of a TPP commitment period, the DS1 service(s) will be billed at the basic rate unless the customer subscribes to a new TPP.
- (5) Termination liability is assessed on entrance facilities, and the direct trunked transport per mile rate element only.
- (6) If a customer's rate increases during the term of an existing TPP commitment period, the customer may cancel the TPP without penalty.

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP) (Cont'd)

(S)(Y)

(3) TPP Terms and Conditions (Cont'd)

(7) When choosing the DS1 combined option, the following additional terms and conditions apply:

- The customer must specify the LATAs, the quantity of entrance facilities or per-mile miles, and the associated billing account numbers that are to be included in the plan.
- The number of fixed miles and multiplexers in a combined option will be based on the customer's commitment level for per-mile mileage or entrance facilities, respectively. The percent of a customer's total multiplexers and fixed miles in a combined option will be equal to the percent of the customer's total entrance facilities or per-mile miles committed to the plan.
- Additionally, the customer must provide a percent of shared use for the combined option. This percentage will determine the proportion of the option for which switched TPP rates do not apply.
- Only one TPP commitment period is permitted per rate category, entrance facilities, or direct trunked transport. The customer may have more than one TPP expiration date, but all must be of the same contract length.
- The quantity of entrance facilities or direct trunked transport in each plan are combined to form one commitment level. The commitment level is increased whenever a new term plan is added to the combined option; and is decreased as plans expire, and as termination liability is assessed.
- The termination liability will be first assessed based on the earliest active TPP expiration date.
- Bill calculations for the combined option will occur once a month.

(C) TPP Termination Liability

- (1) A termination liability payment is applicable when a service is disconnected in full or in part prior to the end of the selected commitment period or where the customer fails to comply with the conditions required for a TPP, except as set forth in (D) following.

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP) (Cont'd)

(S)(Y)

(C) TPP Termination Liability (Cont'd)

- (2) The termination liability payment applies to each entrance facility and direct trunked transport per mile recurring rate element which is disconnected prior to the expiration of the commitment period of the Term Pricing Plan.
- (3) In the case of the combined option, the quantity of entrance facilities and direct trunked transport per mile mileage subject to termination liability for a missed commitment level is based on an annual monthly average. When a customer's annual average entrance facilities and direct trunked transport per mile mileage fall below the commitment level, the customer has the option of either (a) or (b) following:
  - (a) Reducing the original commitment level and paying termination liability for a missed commitment level using the calculation as set forth in 6.8.23(C)(4)(a) Option I following, for the difference between the commitment level and the annual monthly average of the actual entrance facilities or direct trunked transport.
  - (b) Remaining with the original commitment level and paying termination liability for a missed commitment level using the calculation as set forth in 6.8.23(C)(5) following, for the difference between the commitment level and the annual monthly average of the actual entrance facilities and direct trunked transport for the previous year.
- (4) The termination liability charge is calculated as set forth in (a) or (b) following: when calculating termination liability charges, the Telephone Company will apply the option which provides the customer with the lowest termination liability charge.

(a) Option I

For services discontinued within the first year, the customer will be liable for 100% of the total monthly charges for the unexpired portion of the initial 12 months, and 15% of the total monthly charges for DS1 entrance facilities and 30% of the total monthly charges for all other rate elements for the remainder of the TPP commitment period.

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DSL Term Pricing Plans (TPP) (Cont'd)

(S)(Y)

(C) TPP Termination Liability (Cont'd)

(4) (Cont'd)

(a) Option I (Cont'd)

For services discontinued after the first 12 months of a plan, customers will be liable for 15% of the total monthly charges for DSL entrance facilities and 30% of the total monthly charges for all other DSL elements for the remaining portion of their Term Pricing Plan commitment period.

(b) Option II

For services discontinued within the first year and prior to the end of the selected commitment period, the termination liability charge will be the difference between the full month-to-month rates and the TPP monthly rates for the period the plan has been in effect.

For services discontinued after the first 12 months of a plan but prior to the end of the selected commitment period, the following applies:

- Where there is no TPP period less than the actual time the services have been in effect the termination liability charge will be the difference between the full month-to-month rates and the selected TPP monthly rates for the period the plan has been in effect.
- Where there is a TPP period less than the actual time the services have been in effect, the termination liability charge will be the difference between the monthly rates for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rates for the selected commitment period multiplied by the actual number of months the plan has been in effect.

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP) (Cont'd)

(S)(Y)

(C) TPP Termination Liability (Cont'd)

(4) (Cont'd)

(b) Option II (Cont'd)

For example, if a customer subscribes to a 5-year TPP and disconnects service during the thirty-seventh month, the longest TPP period that could have been satisfied is three years. The customer's termination liability would be calculated as follows: (3-year monthly TPP rate - 5-year monthly TPP X 37 months).

(5) Termination liability will be computed as follows:

At the end of the 12 months, 100% of the total monthly charges will be applied to the difference between the commitment level and the 12 month average of the actual entrance facilities or direct trunked transport.

(D) TPP Termination Without Liability

(1) A TPP may be canceled without liability should the applicable tariff rates increase.

(2) A request to change to a longer commitment period will nullify the current termination liability. All terms and conditions associated with the new TPP will apply.

(3) Termination liability is not applicable if the customer requests to upgrade service to a higher capacity (e.g., DS1 to DS3) service and meets all of the following conditions:

- The new service is purchased under a long-term agreement equal to or greater than the commitment period of the service being disconnected.

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP) (Cont'd)

(S)(Y)

(D) TPP Termination Without Liability (Cont'd)

(3) (Cont'd)

- The orders for the disconnect of the existing TPP rate elements and the new connect are received by the Telephone Company at the same time, with due dates within 90 days of each other, and are related together by a Related Purchase Order Number (RPON).
- The total capacity of the service is greater than or equal to the capacity of the discontinued service(s).

(4) DS1 Termination liability will not apply when a customer meets the requirements for DS1 "portability". DS1 Portability is the replacement of a service under a TPP with another service for the balance of the TPP commitment period. DS1 Portability requirements are as follows:

- The replacement service must be of the same capacity or type, and must not already be in a Term Pricing Plan.
- The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates within 90 days of each other, and are related by a Related Purchase Order Number.
- The quantities associated with the replacement are equal to or greater than the disconnected service.

Portability is not applicable to the combined option for DS1 service.

(E) Additions to TPPs

Customers with existing Term Pricing Plans who wish to increase the number of their DS1 services have the following options:

- Subscribe to the additional services under the month-to-month payment plan.
- Subscribe to the additional services under a separate Term Pricing Plan.

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP) (Cont'd)

(S)(Y)

(F) Shared Use

In some instances customers choose to mix switched and special access channels on the same DS1, DS3, DS3C, or DS3G facility. When ordering a new switched access facility covered by a TPP or when converting an existing month-to-month switched facility to a TPP, any special access channels that are shared on that switched facility must be covered by a special access TPP of the same term length.

Similarly, when ordering a new special access facility covered by a TPP or when converting an existing month-to-month special facility to a TPP, any switched access channels that are shared on that special facility must be covered by a switched access TPP of the same term length.

For those shared use facilities already under a special access term plan as of April 1, 1995, customers will have 90 days from that date to select one of the following options: 1) Convert all switched facilities to the same term and expiration date as the special access facilities they are sharing by sending a written request to Bell Atlantic; 2) Convert individual switched facilities to the same term and expiration date as the special access facilities they are sharing by using the standard ASR ordering process; 3) Terminate the current special access term plan and establish a new term plan of any length for both the special and switched access services by using the standard ASR ordering process; no termination liabilities will be assessed for termination of the special access plan. If the customer does not select one of the above options by the end of the 90 day period then the month-to-month switched access rates will be maintained.

(S)(Y)

(G) Plan Availability

(N)(Y)

Term Pricing Plans are only available in the following Jurisdictions: Washington, D.C.

(N)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ATTACHMENT 2

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)\*

(S)(Y)

(A) Entrance Facility USOC Rate

(1) 2 Year

(a) DS1

- per point of  
Termination

Rate Zone 1	EF6AX	\$200.00
Rate Zone 2	EF6AX	200.00
Rate Zone 3	EF6AX	200.00

DS1		Nonrecurring
<u>Installation</u>		<u>Charge</u>

		<u>First</u>	<u>Additional</u>
Rate Zone 1	EF6AX	\$720.00	\$400.00
Rate Zone 2	EF6AX	720.00	400.00
Rate Zone 3	EF6AX	720.00	400.00

(2) 3 Year

(a) DS1

- per point of  
Termination

Rate Zone 1	EF6BX	\$180.00
Rate Zone 2	EF6BX	180.00
Rate Zone 3	EF6BX	180.00

DS1		Nonrecurring
<u>Installation</u>		<u>Charge**</u>

		<u>First</u>	<u>Additional</u>
Rate Zone 1	EF6BX	\$720.00	\$400.00
Rate Zone 2	EF6BX	720.00	400.00
Rate Zone 3	EF6BX	720.00	400.00

(S)(Y)

\* Term Pricing Plans are only available in the following Jurisdictions: (N)(Y)  
Washington D.C. (N)(Y)

\*\* Installation nonrecurring charges for the 3 year Term Pricing Plan are waived, effective March 2, 1995 through June 30, 1995. (S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)\* (Cont'd)

(S)(Y)

(A) Entrance Facility (Cont'd)

USOC

Rate

(2) 3 Year (Cont'd)

(b) DS3

- per point of  
termination

(1) Electrical  
Interface

Rate Zone 1	EF6MX	\$2,700.00
Rate Zone 2	EF6MX	2,700.00
Rate Zone 3	EF6MX	2,700.00

DS3 <u>Installation</u>		<u>Nonrecurring Charge**</u>
----------------------------	--	----------------------------------

Rate Zone 1	EF6MV	\$1,800.00
Rate Zone 2	EF6MV	1,800.00
Rate Zone 3	EF6MV	1,800.00

(2) Optical  
Interface

Rate Zone 1	E08MX	\$2,500.00
Rate Zone 2	E08MX	2,500.00
Rate Zone 3	E08MX	2,500.00

DS3 <u>Installation</u>		<u>Nonrecurring Charge**</u>
----------------------------	--	----------------------------------

Rate Zone 1	E08MX	\$1,800.00
Rate Zone 2	E08MX	1,800.00
Rate Zone 3	E08MX	1,800.00

(S)(Y)

\* Term Pricing Plans are only available in the following Jurisdictions: (N)(Y)  
Washington, D.C. (N)(Y)

\*\* Installation nonrecurring charges for the 3 year Term Pricing Plan are waived, effective March 2, 1995 through June 30, 1995. (S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)\* (Cont'd)

(S)(Y)

(A) Entrance Facility (Cont'd)

USOC

Rate

(2) 3 Year (Cont'd)

(c) DS3C  
- per point of  
termination

(1) Electrical  
Interface

Rate Zone 1	EF6PX	\$5,900.00
Rate Zone 2	EF6PX	5,900.00
Rate Zone 3	EF6PX	5,900.00

DS3C <u>Installation</u>		<u>Nonrecurring Charge**</u>
-----------------------------	--	----------------------------------

Rate Zone 1	EF6PX	\$2,600.00
Rate Zone 2	EF6PX	2,600.00
Rate Zone 3	EF6PX	2,600.00

(2) Optical  
Interface

Rate Zone 1	EO8PX	\$5,700.00
Rate Zone 2	EO8PX	5,700.00
Rate Zone 3	EO8PX	5,700.00

DS3C <u>Installation</u>		<u>Nonrecurring Charge**</u>
-----------------------------	--	----------------------------------

Rate Zone 1	EO8PX	\$2,600.00
Rate Zone 2	EO8PX	2,600.00
Rate Zone 3	EO8PX	2,600.00

(S)(Y)

\* Term Pricing Plans are only available in the following Jurisdictions: (N)(Y)  
Washington, D.C. (N)(Y)

\*\* Installation nonrecurring charges for the 3 year Term Pricing Plan are  
waived, effective March 2, 1995 through June 30, 1995. (S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February  
27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)\* (Cont'd)

(S) (Y)

(A) Entrance Facility (Cont'd)

USOC

Rate

(2) 3 Year (Cont'd)

(d) DS3G

Service Arrangement  
Electrical Interface

Rate Zone 1	EFNTX	\$6,300.00
Rate Zone 2	EFNTX	5,300.00
Rate Zone 3	EFNTX	5,800.00

Per DS3 facility  
Electrical Interface

Rate Zone 1	EF6TX	\$450.00
Rate Zone 2	EF6TX	450.00
Rate Zone 3	EF6TX	450.00

Service Arrangement  
Optical Interface

Rate Zone 1	EFNVX	\$6,400.00
Rate Zone 2	EFNVX	5,400.00
Rate Zone 3	EFNVX	6,400.00

Per DS3 facility  
Optical Interface

Rate Zone 1	E08VX	\$300.00
Rate Zone 2	E08VX	300.00
Rate Zone 3	E08VX	300.00

Non Recurring  
Charge\*\*

<u>Service Arrangement</u>		
- Electrical	EFNTX	\$1,500.00
- Optical	EFNVX	\$1,500.00
<u>Initial Installation,</u>		
<u>per DS3 facility</u>		
- Electrical	EF6TX	\$ 350.00
- Optical	E08VX	350.00

<u>Subsequent Installation,</u>		
<u>first DS3 facility</u>		
- Electrical	EF6TX	\$ 842.00
- Optical	E08VX	842.00

<u>Subsequent Installation,</u>		
<u>each additional DS3 facility</u>		
- Electrical	EF6TX	\$ 350.00
- Optical	E08VX	350.00

(S) (Y)

- \* Term Pricing Plans are only available in the following Jurisdictions: (N) (Y)  
Washington, D.C. (N) (Y)
- \*\* Installation nonrecurring charges for the 3 year Term Pricing Plan are waived, effective March 2, 1995 through June 30, 1995. (S) (Y)
- (S) Reissued material scheduled to become effective March 2, 1995.
- (Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)\* (Cont'd)

(S)(Y)

(A) Entrance Facility (Cont'd) USOC Rate

(3) 5 Year

(a) DS1

- per point of  
termination

Rate Zone 1	EF6KX	\$160.00
Rate Zone 2	EF6KX	160.00
Rate Zone 3	EF6KX	160.00

DS1 <u>Installation</u>	<u>USOC</u>	<u>Non Recurring Charge**</u>	
		<u>First</u>	<u>Additional</u>
Rate Zone 1	EF6KX	\$720.00	\$400.00
Rate Zone 2	EF6KX	720.00	400.00
Rate Zone 3	EF6KX	720.00	400.00

(b) DS3

- per point of  
termination

(1) Electrical  
Interface

Rate Zone 1	EF6NX	\$1,900.00
Rate Zone 2	EF6NX	1,900.00
Rate Zone 3	EF6NX	1,900.00

DS3 <u>Installation</u>		<u>Non Recurring Charge**</u>
Rate Zone 1	EF6NX	\$1,900.00
Rate Zone 2	EF6NX	1,900.00
Rate Zone 3	EF6NX	1,900.00

(2) Optical  
Interface

Rate Zone 1	E08NX	\$1,550.00
Rate Zone 2	E08NX	1,550.00
Rate Zone 3	E08NX	1,550.00

DS3 <u>Installation</u>		<u>Non Recurring Charge**</u>
Rate Zone 1	E08NX	\$1,800.00
Rate Zone 2	E08NX	1,800.00
Rate Zone 3	E08NX	1,800.00

(S)(Y)

- \* Term Pricing Plans are only available in the following Jurisdictions: (N)(Y)  
Washington, D.C. (N)(Y)
- \*\* Installation nonrecurring charges for the 5 year Term Pricing Plan are waived, effective March 2, 1995 through June 30, 1995. (S)(Y)
- (S) Reissued material scheduled to become effective March 2, 1995.
- (Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)\* (Cont'd)

(S) (Y)

(A) Entrance Facility (Cont'd)

USOC

Rate

(3) 5 Year (Cont'd)

(c) DSIC

- per point of  
termination

(1) Electrical  
Interface

Rate Zone 1	EF6QX	\$4,155.00
Rate Zone 2	EF6QX	4,155.00
Rate Zone 3	EF6QX	4,155.00

DSIC

Nonrecurring

Installation

Charge\*\*

Rate Zone 1	EF6QX	\$2,600.00
Rate Zone 2	EF6QX	2,600.00
Rate Zone 3	EF6QX	2,600.00

(2) Optical  
Interface

Rate Zone 1	EO8QX	\$3,600.00
Rate Zone 2	EO8QX	3,600.00
Rate Zone 3	EO8QX	3,600.00

DSIC

Nonrecurring

Installation

Charge\*\*

Rate Zone 1	EO8QX	\$2,600.00
Rate Zone 2	EO8QX	2,600.00
Rate Zone 3	EO8QX	2,600.00

(S) (Y)

\* Term Pricing Plans are only available in the following Jurisdictions: (N) (Y)  
Washington, D.C. (N) (Y)

\*\* Installation nonrecurring charges for the 5 year Term Pricing Plan are  
waived, effective March 2, 1995 through June 30, 1995. (S) (Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February  
27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President  
1310 North Court House Road, Arlington, Virginia 22201